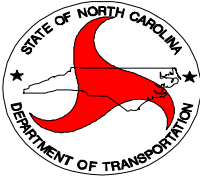


STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION



DIVISION 6 DISTRICT II

**CONTRACT PROPOSAL**  
**SMALL BUSINESSES ENTERPRISE**

WBS ELEMENT: 2100006796

ROUTE: SR 2311 (Gillespie St.), SR 1141 (Southern Ave.) and Poe Streets, Fayetteville, Cumberland County

DESCRIPTION: Complete Professional Grounds Maintenance of the Division Six Compound located at 558 Gillespie Street.

BID OPENING: October 17, 2012

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

RETURN BIDS TO:

TOM HAY, DIVISION PROPOSALS ENGINEER  
N. C. DEPARTMENT OF TRANSPORTATION  
558 GILLESPIE ST.  
P. O. BOX 1150 FAYETTEVILLE, N. C. 28302

PROPOSAL NUMBER 72-2012KB

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# **INSTRUCTIONS TO BIDDERS**

**PLEASE READ ALL INSTRUCTIONS CAREFULLY  
BEFORE PREPARING AND SUBMITTING YOUR BID.**

**All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.**

- 1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
- 2. All entries on the bid sheet, including signatures, shall be written in ink.**
- 3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.**
- 4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.**
- 5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.**
- 6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.**
- 7. The bid shall be properly executed. All bids shall show the following information:**
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number
  - e. Contractor's License Number
- 8. Bids submitted by corporations SHALL bear the seal of the corporation on the W-9 and the Bid forms.**
- 9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.**
- 10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.**

**11. THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION PROPOSAL ENGINEERS OFFICE AT 558 GILLESPIE STREET BY 10:00 A.M. ON OCTOBER 17, 2012.**

\* If bids are mailed or sent by special delivery, the Contractor shall be responsible for verifying that the bid has actually been received in the Division Proposals Engineer's Office prior to the bid deadline. NCDOT shall not be responsible for bid packages that do not arrive in our office on time. Bid packages arriving after the official deadline shall not be considered responsive, and shall be returned to the Contractor unopened.

- 12. The sealed bid must display the following statement on the front of the sealed envelope:**

**DIVISION SIX GROUNDS  
CUMBERLAND COUNTY  
OCTOBER 17, 2012 – 10:00 A.M.**

- P. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:**

**TOM HAY, DIVISION PROPOSALS ENGINEER  
N. C. DEPARTMENT OF TRANSPORTATION  
P. O. BOX 1150  
FAYETTEVILLE, N. C. 28302**

## **AWARD OF CONTRACT**

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (*excluding 102-2 and 102-11*) of the most current edition of Standard Specifications for Roads and Structures. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NC DOT reserves the right to reject all bids.

# **DIVISION CONTRACT**

## **General Provisions**

### **GENERAL**

This project is for complete grounds maintenance of the Division Six Compound located at 558 Gillespie Street in Fayetteville, North Carolina.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2006, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

The Department of Transportation does not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this program on the basis of race, color, sex, political affiliation/ influence, or national origin.

Per G.S. 136-28.10, a NC General Contractor's license may be waived. For this project, the NC General Contractor's license will be waived.

Per G.S. 136-28.10, contract payment and performance bonds may be waived. For this project, the contract payment and performance bonds will be waived.

### **MANDATORY PRE-BID CONFERENCE AND PROPOSAL REVIEW**

**All prospective bidders shall attend a Mandatory Pre-Bid Conference as shown below:**

**Date: OCTOBER 10, 2012**

**Time: 2:00 PM**

**Place:** Division Six Division Office Conference Room

**Location:** 558 Gillespie Street, Fayetteville, NC 28301

**County:** Cumberland

**Contact for Directions:** 910-486-1493

**NOTE: The Mandatory Pre-Bid Conference will begin promptly at 10:00 AM. An official clock for the pre-bid conference will be designated. Contractors who are late will not be permitted to sign in or to participate in the conference.**

**Bidders are expected to make their own investigation of the site prior to the conference.**

**No questions concerning the project will be answered by any Department personnel at any time, except at the Mandatory Pre-Bid Conference.**

This conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give bidders an opportunity to ask any questions they may have.

The Engineer will explain areas of responsibility, standards of performance and expected results. This is also intended to be a time for the Contractor to raise questions as to the present condition of the facility. The Contractor is encouraged to make his/her own observations of the site(s) and may choose to have an electrician, plumber or other tradesman to assist him in determining the condition of the items identified in this contract as the Contractor's responsibility. For items that can be shown to the Department to be deficient, the Department may elect to: 1) repair or replace such item to bring it up to standard before the Contractor assumes responsibility, 2) not repair or replace such item, but remove this item from the Contractor's responsibility.

Any changes made to the contract during the pre-bid conference will be documented and included in an addendum. A copy of which to be provided to each qualified bidder. The addendum must be returned with the bid package, signed and dated. Failure to do so will result in disqualification of bid.

## MANDATORY PRE-BID CONFERENCE: ELIGIBILITY TO BID

All prospective bidders at the Mandatory Pre-Bid Conference shall meet all of the requirements as shown below:

Only bidders who have attended the entire conference and properly registered at the Mandatory Pre-Bid Conference will be considered eligible to bid on this project. A bid received from a Bidder who has not attended and properly registered at the conference will be rejected as an irregular bid and will not be considered for award.

Attendance at the Mandatory Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered at the conference in accordance with the following:

1. The individual attending the Mandatory Pre-Bid Conference is a full time employee of the company being represented and has **administrative/supervisory** authority over the work to be performed under this contract.
2. The individual signs his/her name and company title on the official roster.
3. The individual writes in the name and address of the company he or she represents.
4. Only one company is shown as being represented by the individual attending.
5. The individual shall sign out when the conference is over.

## CONTRACT TIME AND LIQUIDATED DAMAGES

**The date of availability for this project is November 1, 2012.** The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

**The completion date for this project is October 31, 2013.** No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications

**Liquidated damages for this contract are One Hundred Dollars (\$100.00) per calendar day. No work will be done on weekends or state holidays.**

## CONTRACT PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for contracts of \$500,000 or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his subcontractors, are liable is required for contracts of \$500,000 or more. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

**The Department may waive the bonding requirement of Chapter 44A of the General Statutes.**

## **BIDS**

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$1,200,000, the bid will not be considered for award. In addition, a bid tabulation will not be posted or distributed until after the project has been awarded. Also, if the project is not awarded, a bid tabulation will not be posted or distributed.

## **EXTENSION OF CONTRACT TIME**

Upon mutual agreement by the Department of Transportation and the Contractor, and upon notification, this contract may be extended for two (2) additional calendar year mowing periods. Total amount bid will be increased by 3% for each extension. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. If the term of the contract is extended, the date of availability in succeeding years will be November 1, 2013 and November 1, 2014.

**Failure on the part of the Contractor to furnish bonds or certifications, or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.**

## **AUTHORITY OF THE ENGINEER**

The Engineer for this project shall be the Division Engineer, Division 06, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

## **INSPECTION**

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

## **SUPERVISION BY CONTRACTOR**

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hour's notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

## **SAFETY AND ACCIDENT PROTECTION**

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

### **SAFETY VESTS**

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the requirements of MUTCD at all times while on the project.

### **SUBLETTING OF CONTRACT**

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof, or his right, title, or interest therein, without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article 108-6 of the Standard Specifications.

### **UTILITY CONFLICTS**

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

### **TEMPORARY SUSPENSION OF WORK**

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

- (A) Conditions considered unfavorable for the suitable prosecution of the work, or
- (B) The Contractor's failure for correct conditions unsafe for workmen or the general public, or
- (C) The Contractor has not carried out orders given to him by the Engineer, or
- (D) The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

## **CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME**

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

## **AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

*General Statute 143C-6-11. (h) Highway Appropriation* is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project

contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2012 Standard Specifications*.

## LIABILITY INSURANCE

(11-18-08)

SP1 G80

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

## PAYMENT AND RETAINAGE

The **INVOICE** along with – **SUBCONTRACTOR PAYMENT INFORMATION** shall be completed for each month work as performed and shall be submitted to the Department. Upon verification, the Engineer will submit the invoice for payment.

Invoices shall be submitted to:

Keith Beverley  
NC DOT  
P.O. Box 1150  
Fayetteville, NC 28302

Invoices shall not be processed for payment without the accompanying **FORM DBE-IS**. If there is no participation at the time of a planned pay request, enter "zero" or "no participation this period" and submit the form with the invoice.



## **BANKRUPTCY**

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy act.

## **RESPONSIBILITY FOR DAMAGE CLAIMS**

In accordance with Article 107-15 of the Standard Specifications, the Contractor shall indemnify and save harmless the Department of Transportation and its officers, agents and employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons or property by reason of any act of the Contractor, subcontractor, its agents or employees, in the performance of the contract. The Contractor further agrees to indemnify and save harmless the Department of Transportation and its officers, agents, and employees from any claims or amounts recovered by any of the Contractor's employees under the Worker's Compensation Act.

Pursuant to N.C.G.S. 97-19, all Contractors of the Department of Transportation are, prior to beginning services, required to show proof of coverage issued by a Worker's Compensation Insurance Carrier, or a Certificate of Compliance issued by the Department of Insurance for self-insured Subcontractors stating that it has complied with N.C.G.S. 97-93 irrespective of whether Subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and Subcontractors shall be hereinafter liable under the Worker's Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of, and in the course of performance of the work by, the Subcontractor.

## **TRAFFIC CONTROL AND WORK ZONE SAFETY**

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

**All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).**

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

No direct payment shall be made for traffic control and work zone safety items, as they shall be considered incidental to other contract items.

## DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

## OUTSOURCING OUTSIDE THE USA

(9-21-04) (Rev. 5-16-06)

SP1 G150

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

*Outsourcing* for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

## EMPLOYMENT

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

**Page 1-20, Subarticle 102-15(O)**, delete and replace with the following:

**(O)** Failure to restrict a former Department employee as prohibited by Article 108-5.

**Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32**, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

# **DIVISION CONTRACT**

## **Standard Special Provisions**

### **NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY**

(5-17-11)

Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

<b><u>Restricted Noxious Weed</u></b>	<b><u>Limitations per Lb. Of Seed</u></b>	<b><u>Restricted Noxious Weed</u></b>	<b><u>Limitations per Lb. of Seed</u></b>
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza  
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)	Bermudagrass
Kobe Lespedeza	Browntop Millet
Korean Lespedeza	German Millet – Strain R
Weeping Lovegrass	Clover – Red/White/Crimson
Carpetgrass	

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)  
Kentucky Bluegrass (all approved varieties)  
Hard Fescue (all approved varieties)  
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass	Japanese Millet
Crownvetch	Reed Canary Grass
Pensacola Bahiagrass	Zoysia
Creeping Red Fescue	

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass  
Big Bluestem  
Little Bluestem  
Bristly Locust  
Birdsfoot Trefoil  
Indiangrass  
Orchardgrass  
Switchgrass  
Yellow Blossom Sweet Clover

# ERRATA

(1-17-12) (Rev. 9-18-12)

Z-4

Revise the 2012 *Standard Specifications* as follows:

## Division 2

**Page 2-7, line 31, Article 215-2 Construction Methods**, replace “Article 107-26” with “Article 107-25”.

**Page 2-17, Article 226-3, Measurement and Payment, line 2**, delete “pipe culverts,”.

**Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows:** **Line 1**, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

## Division 4

**Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping**, replace “sheet pile” with “reinforcement”.

## Division 6

**Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments**, replace “30” with “45”.

**Page 6-10, line 42, Subarticle 609-6(C)(2)**, replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

**Page 6-11, Table 609-1 Control Limits**, replace “Max. Spec. Limit” for the Target Source of  $P_{0.075}/P_{be}$  Ratio with “1.0”.

**Page 6-40, Article 650-2 Materials**, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”.

## Division 10

**Page 10-74, Table 1056-1 Geotextile Requirements**, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

## Division 12

**Page 12-7, Table 1205-3**, add “FOR THERMOPLASTIC” to the end of the title.

**Page 12-8, Subarticle 1205-5(B), line 13**, replace “Table 1205-2” with “Table 1205-4”.

**Page 12-8, Table 1205-4 and 1205-5**, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

**Page 12-9, Subarticle 1205-6(B), line 21**, replace “Table 1205-4” with “Table 1205-6”.

**Page 12-11, Subarticle 1205-8(C), line 25**, replace “Table 1205-5” with “Table 1205-7”.

## Division 15

**Page 15-6, Subarticle 1510-3(B), after line 21**, replace the allowable leakage formula with the following:  $W = LD\sqrt{P} \div 148,000$

**Page 15-6, Subarticle 1510-3(B), line 32**, delete “may be performed concurrently or” and replace with “shall be performed”.

**Page 15-17, Subarticle 1540-3(E), line 27**, delete “Type 1”.

## Division 17

**Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center**, delete this subarticle.

Revise the 2012 *Roadway Standard Drawings* as follows:

**1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation**, replace “1633.01” with “1631.01”.

# **PLANT AND PEST QUARANTINES**

## **(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)**

(3-18-03)

Z-04a

### **Within Quarantined Area**

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

### **Originating in a Quarantined County**

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

### **Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

### **Regulated Articles Include**

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

## **MINIMUM WAGES**

(7-21-09)

Z-5

**FEDERAL:** The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

**STATE:** The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

## **GIFTS FROM VENDORS AND CONTRACTORS**

(12-15-09)

107-1

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C.G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (A) Have a contract with a governmental agency; or
- (B) Have performed under such a contract within the past year; or
- (C) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *N.C.G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

# **DIVISION CONTRACT**

## **Special Provisions**

### **SCOPE OF CONTRACT**

The contractor shall provide all materials, labor and equipment necessary to complete all grounds maintenance as required by the contract, plans and specifications. Work shall include but is not limited to: mowing, string trimming, edging of hard surfaces and plant beds, weeding, pruning, fertilization, chemical treatments for weeds and plant pests and mulching of plant beds.

General: The Contractor shall provide qualified and trained personnel capable to satisfy all the requirements of this contract. The Contractor is to make a review of the contract requirements for work included herein and in conjunction with actual job site conditions. While on duty, Contractor's personnel shall work consistently on the duties as described herein.

The Contractor is required to have a valid North Carolina Ground Applicator Pesticide License with Ornamental and turf pest control sub-classification, issued by the NCDA, in Contractor's (an actual employee of the company) name and the company name, throughout the term of this contract. Failure of the Contractor to maintain a valid license shall be considered default of this contract.

The Contractor shall keep himself fully informed of all federal, state and local laws and regulations governing the safe and proper handling, application, transportation, storage, and disposal of pesticides and fully comply with all such laws and regulations.

Staffing: The Contractor shall provide sufficient personnel to satisfy the contract objectives at all times. Employees shall be trained in proper grounds maintenance procedures (e.g., proper mowing, correct pesticide application, correct pruning methods, etc.). At least one (1) English speaking employee shall be on site at all times.

### **MAINTENANCE OF GROUNDS**

#### **I. GENERAL:**

The term "GROUNDS" includes, but is not limited to, parking areas, lawns, drives, walkways, and undeveloped areas within the Division Compound. The Contractor shall pursue the work diligently with workers in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of maintenance as may be required to complete the work herein described. Contractor shall provide all necessary equipment and materials for the maintenance of these areas. The required maintenance shall not be less than specified; however, the Contractor is responsible for maintaining conditions as specified herein.

##### **A. Paved Areas:**

Maintenance by others of paved areas; sidewalks, patios, porches, decks, concrete pads, curb and gutters, parking lots and drives shall consist of keeping these areas free of litter, debris, trash, dirt, oil, grease, tar, chewing gum, food and spills. The grounds maintenance Contractor shall be responsible for edging these areas properly, spraying all joints/cracks, and keeping these areas free of leaves, grass/shrub clippings, shrub or tree branches/limbs, etc. DO NOT allow mulch, leaves, clippings, etc. to go into drop inlets.

##### **B. Mowing Cycle:**

For the purpose of this contract a mowing cycle shall consist of mowing, trimming, edging, and cleanup as a result of these operations.

##### **C. Schedule:**

All work shall be scheduled to be done during non-working hours of the NCDOT. However, on occasions an alternative schedule may be required. In such cases, the Engineer shall be notified and must grant approval before an alternative schedule is begun.



## II. LAWNS:

All lawn areas are to be maintained so as to provide a superior stand of turf.

### A. Mowing of Turfgrass:

1. Special precautions shall be used when mowing during maintenance operations.
2. All debris or litter in lawn shall be removed prior to mowing.
3. A minimum of one (1) mowing cycle shall be performed each week as directed by the Engineer throughout the year in order to maintain a clean, neat appearance. Mowing may be required more than once per week or not at all as directed by the Engineer.
4. Mowing shall be completed in a neat, uniformly cut manner. Gapped or rolled down, uncut streaks of turfgrass will not be considered acceptable. **The height of the mowing cut is dependent upon the type of turfgrass that is present and shall be approved by the Engineer.** The Contractor shall not "scalp" any areas of turfgrass. The Contractor shall not mow lawns while the turf is wet.
5. All mowing equipment shall have deflector shields or bag attachments in place at all times. Excess clippings shall be removed from turf areas, sidewalks, drives, etc. and blown off building sides, glass surfaces, structures or other fixed objects after each mowing. DO NOT hit trees, light poles, sign posts, picnic accessories, buildings, etc. with mowers. All mowing and weedeating operations shall be conducted so that clippings are not thrown onto any mulched area around trees or plant beds. Contractor shall promptly remove all clippings thrown into any mulched area as a result of mowing/weedeating operations.
6. All elements of a mowing cycle shall be COMPLETED WITHIN ONE WORK DAY. No partial mowing will be allowed unless the weather forces delays. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions exist.

**NOTE: Failure to mow as directed by the Engineer throughout the year; grass not mown as specified; or mowing cycle not completed within a 36 hour period will result in immediate documentation of reduction in compensation as noted on page 380-4, "Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance".**

### B. Fertilization of Turfgrass:

The application of fertilizer and iron shall be coordinated with the Engineer. The Engineer shall be notified a minimum of 48 hours in advance and given the opportunity to be present.

Fertilize centipede with 1/2 pound of nitrogen per 1,000 square feet once per year in mid-June after a mowing cycle. Use a slow release high potassium fertilizer (e.g., 5-5-15, 6-6-12, 8-8-24) or similar mixture approved by the Engineer. Fertilizers without phosphorus (e.g., 15-0-14, 8-0-24) are preferred if soils exhibit moderate to high levels of phosphorus. Yellow appearance may indicate an iron deficiency. Spray iron (ferrous) sulfate (2 ounces in water per 1,000 square feet) or a chelated iron source to enhance color as needed.

### C. Aeration:

All lawn areas shall be aerated in early spring with a core type aerator to provide oxygen to the root systems of the turf thus increasing the availability of nutrients to the root system. Aeration shall be coordinated with the Engineer. The Engineer shall be notified a minimum of 48 hours in advance and given the opportunity to be present.

### D. Repair Seeding:

All seed shall meet NCDOT specifications. These specifications and a list of approved varieties will be given to the successful Contractor upon award of contract.

Repair seeding shall be coordinated with the Engineer. The Engineer shall be notified a minimum

of 48 hours in advance and given the opportunity to be present.

1. Repair seeding shall be done as required to re-establish turf or worn or bare areas. The Contractor shall close these areas until a turf can be established. The repair seeding shall be done promptly at the locations and times directed by the Engineer.  
The work of repair seeding shall include minor seedbed preparation when directed by the Engineer; the furnishing, placing, and covering of fertilizer and seed; and the furnishing and placing of mulch is required; all in accordance with these specifications.
2. Repair seeding of centipede shall occur in May using centipede seed (1/4 to 1/2 pound per 1,000 sq. ft.) or sprigs (3/4 bushel per 1,000 sq. ft. will aid in distribution. Germination is expected in 28 days but establishment is slow. Keep seedbed continually moist to insure good germination.
3. Seedbed preparation will be required unless otherwise permitted by the Engineer. A seedbed preparation as extensive as that performed for the original seeding and mulching will not be required. The degree of preparation shall be sufficient to retain the seed against displacement by wind, rain, or surface runoff, and shall be acceptable to the Engineer. The acceptable degree of seedbed preparation will depend on the location, soil conditions, and drainage conditions at the site. As a general rule, the soil shall be scarified or otherwise loosened to a depth of not less than 4 inches, unless approved otherwise by the Engineer.
4. No fertilizer shall be distributed and no seed shall be sown when the Engineer determines that conditions are unfavorable for such operations. Fertilizer and seed shall be covered and mulch held in place in a manner acceptable to the Engineer. Covering shall be such that it will prevent displacement by wind, rain, or surface runoff except that covering may be eliminated when directed by the Engineer. Mulch shall be grain straw.

E. Weed Control:

All lawn areas shall be treated once per year with a pre-emergent annual grass control herbicide (mid-February through April 1st) and once per year with a post-emergent broadleaf weed herbicide (April through May). Products and rates will vary according to the type of turf being treated. Additional spraying of herbicides for weed control may be required by the Engineer or elected to be used by the Contractor. Upon notification by the Engineer to apply additional herbicides, Contractor shall have one (1) week to complete the required application. See section V. Pesticide Usage for specifications.

F. Insect and Disease Control:

1. All lawn areas shall be monitored for the infestation of insects or appearance of diseases. Notify NCDOT immediately upon discovery. The Contractor is responsible for treatment.
2. All lawn areas shall be treated with an annual imported fire ant pesticide. Timing and product selection shall be approved by the Engineer. See Section V. Pesticide Usage for specifications.

**III. EDGING/TRIMMING:**

A. Lawns:

All curbs, sidewalks, concrete pads, etc., shall be edged with an edger each mowing cycle as directed by the Engineer, in order to maintain a clean, neat appearance. Contractor shall not edge with herbicide.

B. Shrub Beds:

All bed lines shall be kept edged in a clean and neat manner throughout the year as directed by the Engineer. Contractor shall not edge with herbicide.

C. Trimmings:

Trimming around trees, shrubs, signs, poles, guardrail, & any other structures shall be performed during each mowing cycle as necessary. Care should be taken to protect the trunks and stems of all plants as well as structures. Contractor shall not trim with herbicide.

D. Drainage Ditches/Swale /Slopes:

Drainage ditches, swales and slopes on the site shall be maintained to an acceptable appearance as determined by the Engineer. Drainage ditches, swale and slopes on the site shall be mown and/or weed eaten in conjunction with the weekly mowing cycle unless too wet, then as needed, however, not less than one (1) time each month. Leaves, seed pods, etc. shall be kept out of ditches, swales, etc.

#### IV. PLANTINGS:

A. Existing Plant Replacement:

1. Dead and or diseased plants (trees, shrubs, flowers, forbs and grasses) are to be removed by the Contractor when directed by NCDOT and replaced. Replacement plants/planting shall be maintained by the Contractor. The replacement planting shall require higher maintenance (watering, weeding, fertilization, etc.) than the established planting, the amount to be determined by the Engineer. The replacement plants will be provided by DOT with exception as noted in X, Damages. The Contractor shall provide labor for installation and maintenance.

Large, mature trees over four (4) inches DBH will be removed by others.

2. The Division may expand the existing plantings with the Contractor. These areas are to be maintained as specified above for replacement plants/plantings. Payment for installation and additional maintenance shall be negotiated under supplemental agreement prior to installation.
3. The Division may expand/renovate the existing plantings by separate contract. The planting contract will include a warranty period. The Contractor will not be responsible for the new planting during the planting and warranty period. At such time the warranty period expires the Division will be responsible for the maintenance of the new planting or may negotiate with the Contractor for maintenance under supplemental agreement.

**NOTE: Replacement planting not performed as specified, higher maintenance not performed as specified and/or damage of plantings (per plant), will result in immediate documentation of reduction in compensation as noted on page 380-4, "Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance".**

B. Weed Control:

Beds shall be kept free of weeds at all times. Two (2) pre-emergent herbicide applications shall be performed on plant beds (one between October 15 and November 15 and one between January 15 and February 28). See section V. Pesticide Usage for specifications. Hand weeding and post emergent pesticide applications shall be necessary, as weeds will not be permitted to remain in beds.

C. Insect and Disease Control:

All plantings shall be monitored for the infestation of insects or appearance of diseases. Notify NCDOT immediately upon discovery. The Contractor is responsible for treatment. See Section V. Pesticide Usage for specifications.

D. Fertilization:

All plant material shall be fertilized according to individual plant requirements once per year with a complete analysis slow release fertilizer specially formulated for ornamental plantings. Fertilizer shall be applied between January 1 and February 28 of each year with rate and analysis as listed

on page 420, "Plant Bed Fertilization Requirements". The Engineer shall be notified a minimum of 48 hours in advance and given the opportunity to be present.

E. Pruning:

Pruning shall be performed using acceptable horticultural practices and must be approved in advance by the Engineer. The Engineer shall be notified a minimum of 48 hours in advance and given the opportunity to be present.

Spring and/or summer blooming trees and shrubs shall be pruned within 60 days after flowering. Non-blooming deciduous species shall be pruned/thinned after leaf drop. Evergreens shall be pruned between March 1 and April 15 with touch-up pruning as needed between June 1 and August 30.

Shrubs shall be trimmed and shaped as directed by the Engineer to improve safety, to maintain form and vigor, and so as not to interfere with pedestrian access to nature trails, sidewalks, benches, picnic facilities, etc. Trees shall be pruned as directed by the Engineer to improve safety, so as not to obscure area lighting, signage, and to prevent overhanging onto structures, sidewalks and other similar hard surface areas, benches, etc. and to ensure structural stability. Dead stems, branches and limbs of all plant material are to be pruned out immediately. All pruning shall be done in a manner to maintain the natural form and shape of the plant species as closely as possible.

Daylilies shall be mown after flowering to a height of not less than five (5) inches and no more than eight (8) inches in order to remove dead flower stalks and rejuvenate foliage. Excess debris shall be removed from bed. Daylily beds shall be mown to the ground after the first killing frost, between October 15 and November 15, and all debris shall be removed. Allow forbs (herbaceous plant material) to die-back at season's end. Dead top growth shall be cut back as close to ground as possible without damaging the crown. Retain the top-growth (browned) foliage of native and ornamental grasses in the landscape as long as possible to benefit from the ornamental qualities of their dormant stage. In early spring before green-up, prune back to twelve (12) inches, dead top-growth of all native and ornamental grasses, **EXCEPT THOSE THAT ARE EVERGREEN.**

Contractor shall complete any other pruning directed by the Engineer within 30 days of notification.

H. Mulching:

Contractor to furnish and place mulch prior to start of the yearly mowing activities and replenish according to the following specifications.

1. The mulch shall be doubled shredded hardwood bark, clean and void of sticks, cones, leaves or any extraneous materials. The Contractor shall present a sample to the Engineer for approval prior to beginning mulch applications. The Engineer shall be given the opportunity to be present for all mulch applications.
2. Upon notification of the Engineer, the Contractor shall place the mulch around all individual landscape plants and bedded shrub areas within the rest area site as directed by the Engineer. This mulching shall be performed by February 28 of each year.
3. Additional mulch shall be placed around all individual landscape plants and bedded shrub areas around the building and along the front entrance in May prior to the Memorial Day Holiday.
4. Mulch shall be placed and maintained to ensure a uniform four (4) inch depth covering the entire mulched area. The diameter of the mulch ring for individual ornamental type plants shall be:

12 inch diameter plants and less - 3 foot ring  
12-24 inch diameter plants - 4 foot ring  
24 inch diameter or larger - 5 foot ring

5. Mulch shall be tapered and not placed against the tree or shrub trunk so as to cause insect damage to the trunk or to promote adventitious root development. Mulch shall not be placed against buildings so as to allow insect damage to wooden exteriors. Following mulching operations, Contractor shall lift any branches or leaves of desirable plants which have been covered with mulch.
6. Mulch shall be replenished as required to maintain the specified depth, or as directed by the Engineer.

#### **V. PESTICIDE USAGE:**

Spraying of pesticides for weed, insect or fungus control may be required by NCDOT or elected to be used by the Contractor, upon approval by the Engineer. Special precautions shall be used when applying pesticides during maintenance operations. Unapproved use or off target damage shall not be permitted.

**Note:** Any pesticide usage on the site shall be by or under the direct on site supervision of a valid licensed Commercial Ground Applicator (currently licensed by the N. C. Department of Agriculture), with an Ornamental and Turf (L) sub-classification. The person(s) name and a copy of their current license(s) shall be given to the Engineer a minimum of two (2) weeks prior to the application of any pesticides. All pesticide products, rates, timing, and area of application shall be used in accordance with the label and shall have been approved by the Engineer a minimum of 48 hours prior to their use. The Engineer shall be given a minimum of 48 hours prior notification and shall be given the opportunity to be present for all applications.

**NOTE:** Application of pesticide on the site by an applicator not licensed as specified above, or without direct on site supervision of a licensed applicator as specified above, pesticides not applied when specified or directed by the Engineer, use of a product (including, rate, timing, and area of application) without prior approval, use of a product inconsistent with the label, or unapproved use and/or off target damage, will result in immediate documentation of reduction in compensation as noted on page 380-4, "Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance at Each Rest Area Site".

The Engineer has the right to request copies of pesticide application records at any time during the term of this contract.

#### **VI. CLEAN UP:** (The following activities shall be performed once per week year round).

##### **A. Roadways:**

All curbs and gutters shall be blown as needed, but especially after all mowing, edgings, and plant bed maintenance.

##### **B. Parking Lots:**

1. All curbs in parking lot areas shall be blown to remove minor trash and debris during each visit. The Contractor is responsible for removal of all grass clippings, etc., caused by edging or mowing operations.
2. All parking areas will be policed for trash and debris on a daily basis by others.

##### **C. Grounds:**

1. All grounds shall be policed for litter and debris a minimum of once per week, year round.
2. Division Compound shall be checked after every storm in order to remove minor debris, limbs, leaves, damaged/fallen trees, etc.
3. Major storm damage cleanup is not included but may be requested by the Engineer. Payment shall be negotiated under supplemental agreement prior to cleanup.

4. All debris, limbs, leaves etc. shall be removed from site by the Contractor, unless approved by the Engineer.

D. Leaf Removal:

1. Leaves and seed pods such as sweet gum balls and pine cones, etc. shall be removed from all grounds weekly or as directed by the Engineer. Leaves shall be removed as much as possible from all plant beds without disturbing the mulch. Leaves shall not be blown into the wood line.

**NOTE: Failure to remove leaves and/or seed pods once a week or as directed by the Engineer, will result in immediate documentation of reduction in compensation as noted on page 380-4, "Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance".**

2. All leaves/seed pods shall be removed from the site by the Contractor.

E. Undeveloped/Natural Areas:

These areas, within a fifty (50) foot perimeter into the woods, shall be kept free of trash, debris, dead/broken limbs, etc. New growth of weeds, briars, trees, vines, etc. shall be removed as directed by the Engineer.

**VII. SEASONAL COLOR:**

Annual beds shall be planted and maintained by the Contractor in order to add seasonal color to the Division Compound. The Engineer, prior to installation, shall approve fall and spring plantings. The Contractor shall provide the annuals. These beds shall be planted each spring between April 1 and May 15 with summer annuals, and each fall between October 15 and November 30 with winter annuals. These beds shall be planted, watered, and fertilized as required to maintain attractive seasonal color.

**VIII. ADDITIONAL CONDITIONS:**

- A. Snow removal is by others.

**IX. DAMAGES:**

The Contractor shall be held liable for all damage done, as a result of his operation or his Subcontractors, to fixed objects such as, but not limited to, signs, posts, buildings, and all vegetation including turf, trees, shrubs, flower beds and desirable natural growth. Damage shall include among other things; skinning, scraping, breaking of tree limbs or gouging of trees or shrubs, and rutting, scalping or tearing turf.

Costs associated with damages caused by the Contractor to plant material will be assessed based on current cost to replace with like material of equal size or an equivalent combination. Such cost shall be deducted from the Contractors monthly invoice.

All turf damage repairs shall be made by the Contractor as herein specified. Seed shall meet purity and germination requirements as specified by the Engineer. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding.

All other property damage will be assessed for actual replacement costs including labor, materials, and equipment.

Cost associated with damages caused by the Contractor's operation shall be deducted from monthly invoice payments or the Contractor will be required to repair the damages at his cost as directed by the Engineer. This is in addition to any compensation reduction assessed as a result of poor or non-performance of duties outlined in this contract.

Contractor is responsible for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents or employees, in the performance of the contract.

## PERFORMANCE OF WORK

The Contractor's attention is directed to the need for the timely performance of services provided for under this contract. The aesthetic appearance of the site and its reflection on the North Carolina Department of Transportation as well as the safety and convenience of the public is the essence of the service. When the Department observes the Contractor has failed to adequately perform any of the services for which the Contractor is responsible, the Engineer or his designee will take the following action:

### Grounds Services

- A. Non-Compliance: When services (mulching, pruning, weeding, etc.) are not provided in accordance with the contract, the Contractor will be notified and directed to perform the services within 24 hours.

**NOTE: The four (4) non-compliance issues that will not be subject to the notification and direction to "perform the services within 24 hours" policy but will result in immediate documentation of reduction in compensation have been specified herein and are so noted on page 34, "Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance.**

- B. Follow-up on Non Compliance: An inspection of non-compliance items will be made at the conclusion of the 24 hours by the Department. The Contractor's supervisory employee will be asked to accompany the Department's representative during the inspection. If the inspection shows the item or items have been corrected or satisfactory and continuous progress is being made, the previous notice will be rescinded; however, if non-compliance still remains, the supervisor will be given notification in writing with copy of non-compliance mailed to the Contractor's company address.
- C. Reduced Compensation: Should the follow-up inspection show the item(s) remain in non-compliance, the Contractor's monthly compensation will be reduced in accordance with the Standard Compensation Reduction Schedule included under Compensation.
- D. Service(s) Restored: The Contractor shall be responsible for notifying the Department when items have been corrected.
- E. Services Restored by DOT: If the Contractor fails to prosecute the work as directed or fails to perform the work in a safe, satisfactory manner, the Engineer may proceed to have the work performed with other forces. The cost of the work so performed including materials, labor, and equipment will be deducted from payment due the Contractor on his contract.
- F. Contract Cancellation: Continued non-compliance by the Contractor will be considered unsatisfactory performance and may be grounds for contract cancellation.

## COMPENSATION

The Department agrees to pay the Contractor one twelfth of the lump sum per month for services described herein upon receipt and approval of an invoice for the monthly period invoiced, less the 5% withheld during the first year of the contract as stated in the Performance Guarantee (see page 200-5).

Monthly Submittal Data required for processing payment is as follows:

1. Monthly invoice for services rendered.
2. DBE-IS form.

In addition to the monthly submittal data listed above, the Engineer may request further information.

NOTE: The Contractor is requested to wait ten (10) days after submission of invoice and other required monthly submittal data before contacting NCDOT regarding payment not being received.

## BASIS OF PAYMENT

Lawn and grounds maintenance prices and payments will be full compensation for all work covered in this contract including, but not limited to, furnishing all labor, equipment, transportation, supplies and materials necessary to complete the work for one (1) year.

Payment will be made under:

Lawn and Grounds Maintenance of Rest Areas . . . . Lump Sum  
 Mulch (As Needed) . . . . .Cubic Yard

Standard Compensation Reduction Schedule for Lawn & Grounds Maintenance at Division Compound		
Grounds Maintenance		Each Week/Instance
1.	Grass not mown as directed by the Engineer throughout the year. Grass not mown as specified. <b>Deduction not subject to the 24 hour non-compliance policy as listed on page 380-1.</b>	<b>\$500.00</b>
2.	Edging, trimming and/or cleanup of mowing cycle not performed as specified.	<b>\$100.00</b>
3.	Debris/trash or excess grass clippings left after mowing cycle.	\$100.00
4.	Drainage ditches/swale/slopes not properly maintained as specified.	\$100.00
5.	Fertilization and/or liming not performed as specified.	\$500.00
6.	Aeration and/or seeding not performed as specified.	\$500.00
7.	Application of pesticide on the site by an applicator not licensed or without direct on site supervision of a licensed applicator as specified above, pesticides not applied when specified or directed by the Engineer, use of a product (including rate, timing, and area of application) without prior approval, use of a product inconsistent with the label, or unapproved use and/or off target damage. <b>Deduction not subject to the 24 hour non-compliance policy as listed on page 380-1.</b>	\$200.00
8.	Weeds in plantings/excess weeds in lawn.	<b>\$100.00</b>
9.	Replacement planting not performed as specified. Higher maintenance not performed as specified and/or damage of plantings ( <b>per plant</b> ). <b>Deduction not subject to the 24 hour non-compliance policy as listed on page 380-1.</b>	\$100.00
10.	Pruning of trees/shrubs not performed as specified.	<b>\$100.00</b>
11.	Mulch needed and/or not placed as specified.	<b>\$500.00</b>
12.	Cleanup after storms not performed as specified.	<b>\$1000.00</b>
13.	Leaves and/or seed pods not removed from all grounds weekly or as directed by the Engineer. <b>Deduction not subject to the 24 hour non-compliance policy as listed on page 380-1.</b>	<b>\$500.00</b>
14.	Annual beds not maintained as specified.	\$200.00



# **PLANT BED FERTILIZATION REQUIREMENTS**

## **1. MASS PLANTINGS**

**\* THICKLY PLANTED BEDS (PLANTED 2' OC OR LESS)**

**MAY BE BROADCAST**

**\* 2 LBS. N / 1000 SQ. FT. SHALL BE APPLIED**

**NOTE: N = LBS. OF ELEMENTAL NITROGEN (NOT TOTAL PRODUCT)**

**EXAMPLE:**

**14-14-14 (40 LB. BAG)**

**0.14 X 40 = 5.6 LBS. OF NITROGEN / BAG**

**5.6 LBS. DIVIDED BY 2 LBS. = 2.8 X 1000 = 2800**

**1 BAG WILL FERTILIZE 2800 SQ. FT. OF AREA**

## **2. INDIVIDUAL PLANTS**

**\*INDIVIDUAL ORNAMENTAL PLANTS, SHRUBS, AND TREES**

**SHALL BE FERTILIZED PER PLANT REQUIREMENT**

### **PLANTS, SHRUBS & TREES (PER PLANT WITHIN DRIPLINE)**

<b>SIZE</b>	<b>MEASURE</b>
<b>8-12"</b>	<b>1/2 CUP</b>
<b>13-18"</b>	<b>3/4 CUP</b>
<b>19-24"</b>	<b>1 CUP</b>
<b>25-30"</b>	<b>1 1/4 CUP</b>
<b>31-36"</b>	<b>1 1/2 CUP</b>
<b>37-42"</b>	<b>2 CUPS</b>
<b>&gt;42"</b>	<b>ONE CUP PER FOOT OF BRANCH SPREAD</b>

**\*CHART BASED ON 14-14-14 ANALYSIS (APPLICATION WILL  
BE ADJUSTED PER ANALYSIS USED)**

**FERTILIZER REQUIREMENTS: COMPLETE ANALYSIS,  
MINIMUM 50 % CONTROLLED RELEASE NITROGEN,  
1-1-1 OR 2-1-1 RATIO**

# NOTIFICATION OF CONTRACT NON-COMPLIANCE FOR LAWN AND GROUNDS MAINTENANCE

**TO:** \_\_\_\_\_ **FROM:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **PROPOSAL NUMBER:** \_\_\_\_\_

**ROUTE:** \_\_\_\_\_ **COUNTY:** \_\_\_\_\_

Employee(s) On Duty: \_\_\_\_\_

(Note: Employee(s) are requested to notify contract supervisor immediately concerning this notice.)

Please be advised that the following item is in Non-Compliance and reduction in compensation is in effect (24 hour limit to correct non-compliance):

Description of Non-Compliance Item	Date & Time of 1 <sup>st</sup> Inspection	Date & Time of 2 <sup>nd</sup> Inspection	Total Dollar Amount of Reduction

The reduction in compensation begins with the above date and time of the second inspection. Standard reductions that are not subject to the 24 hour non-compliance policy as listed on page 380-3 are effective immediately.

The above Non-Compliance item was corrected on the following date and time: \_\_\_\_\_

If the contractor fails to perform the work in a satisfactory manner, the Division Engineer may proceed to have the work performed by DOT or with other forces.

Services Or Repairs		Costs by Other Forces, Vendors, Other Contractors, Etc.	
Material Cost	\$	Materials Cost	\$
Labor Cost	\$	Labor Cost	\$
Equipment Cost	\$	Equipment Cost	\$
Total Cost	\$	Total Cost	\$

**Amount of Total Reduction \$** \_\_\_\_\_ **NCDOT Inspector Signature** \_\_\_\_\_

**Check Here** \_\_\_\_\_, **if this notification is rescinded.** **Date** \_\_\_\_\_

Contractor: Please notify NCDOT when you have corrected item(s).

## NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer one week in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

## PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications

The Contractor's operations are restricted to daylight hours. Work shall only be performed when weather and visibility conditions allow safe operations.

## MULCH

Mulch shall consist of twice ground, shredded hardwood bark, with no more than 15% wood fiber and an aggregate size of 2.75" maximum and .75" minimum in width or length, clean and void of sticks, leaves or any extraneous materials placed evenly over all bed areas to a depth of four inches (4") and shall be approved by the Engineer prior to placement on planting beds. Mulch with excessive fines will not be accepted. Mulch color shall be dark brown at the time of application. Artificially colored mulch will not be accepted.

## PESTICIDES

All applications of pesticides shall be made by an individual who possesses a valid North Carolina Department of Agriculture Commercial Pesticide Applicator's License, with a Ground Applicator Classification and a Right of Way endorsement.

All pesticide applications must be made by or under the direct supervision of and individual who possesses a valid North Carolina Commercial Applicator's license with a Right of Way or Ornamentals and Turf endorsement. The type and rate of pesticides to be used shall be approved by the Engineer on a case by case basis.

All pesticides shall be properly labeled and registered with the United States Department of Agriculture and the North Carolina Department of Agriculture. A container shall contain only the pesticide, which meets the analysis guaranteed on the label. All pesticides shall be kept in such original labeled containers until used.

The Contractor is required to have a valid and current North Carolina Commercial Ground Applicator Pesticide License with Right-of-Way or Ornamental and Turf pest control sub-classifications, issued by the NCDA, in the Contractor's name, throughout the term of this contract.

The contractor shall keep himself fully informed of all federal, state and local laws and regulations governing the safe and proper handling, application, transportation, storage, and disposal of pesticides and fully comply with all such laws and regulations.

**A copy of contractor's current North Carolina Commercial Ground Applicator Pesticide License shall be submitted with proposal. If not received, the Department reserves the right to reject the low bid and consider other bids.**

## **PLANTING AND LANDSCAPE DEVELOPMENT MATERIALS**

This proposal is subject to Standard Specifications for Roads and Structures - January 2012 edition. Section 1670 - Planting and Section 1060 - Landscape Development Materials.

Article 1670-5. Delete the second and third paragraphs and substitute the following:

As directed by the Engineer, the Contractor shall install identification stakes to designate individual plants before planting. Layout of planting was designed on a grid system and staking should reflect this grid. All staking shall conform to dimensioned locations on the plans. Any deviations from these dimensions shall be approved by the Engineer. All plant locations are subject to adjustments in the field by the Engineer. Locations are to be identified using 36" wire stakes with 5" x 5" white flags - surveyor's type. Plant names shall be written on the flag with a permanent marker. If the Contractor chooses, different plant species may be identified by the color of flag instead of written identification on the flag. Each species must be represented by a unique color. Methods of identification should be approved by the Engineer prior to staking.

Article 1670-7 (c) Herbicidal treatment. Insert this paragraph:

The type of herbicide to be used for weed and grass control in the plant bed shall be based upon approval by the Engineer on specific request from the Contractor on a case by case basis. The use of herbicide is optional to the Contractor. No separate measurement or payment will be made for herbicide.

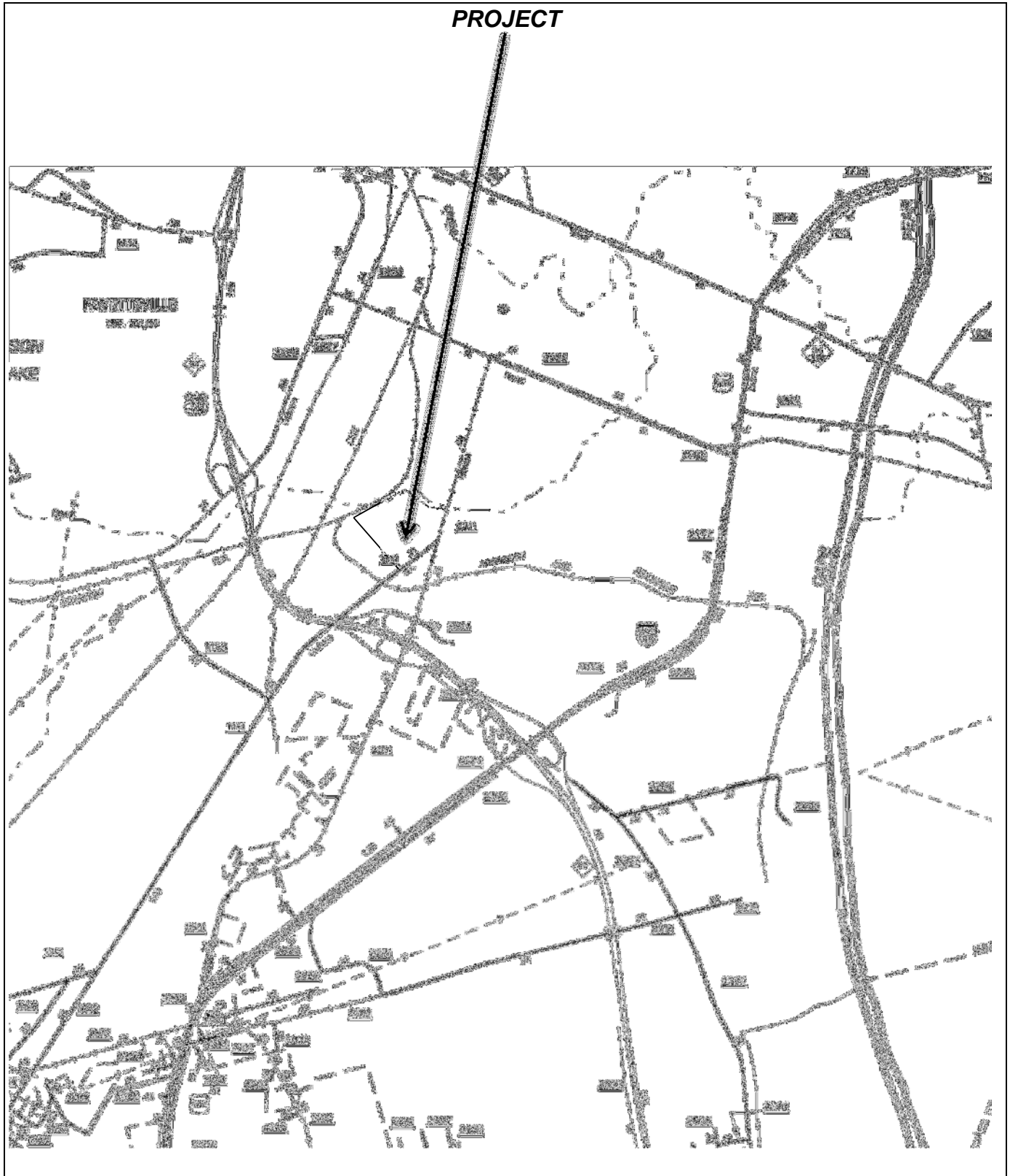
Article 1670-14 Establishment. Insert this paragraph:

During the Establishment Period, the Contractor shall be responsible for insecticide and/or fungicide applications as directed by the Engineer. The application of insecticides shall also include fire ant control. No separate measurement or payment will be made for these pesticides.

Article 1060-2 Fertilizer. Insert this paragraph:

The type of fertilizer to be used shall be a slow-release fertilizer with the 2-1-1-ratio analysis and shall be applied at a rate as specified by the Engineer. No separate measurement or payment will be made for fertilizer.

## VICINITY MAP



**Business Information:**

Date Business Established \_\_\_\_\_

Check One:     Proprietorship \_\_\_\_\_  
                 Partnership \_\_\_\_\_  
                 Corporation \_\_\_\_\_

**References:**

Prospective contractors must supply three references of individuals, agencies, (including the State of North Carolina) and/or private firms for whom they have provided landscape contractor services on a contract basis during the last two years:

1.

Agency or Firm Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Amount of Contract: \_\_\_\_\_
2.

Agency or Firm Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Amount of Contract: \_\_\_\_\_
3.

Agency or Firm Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Amount of Contract: \_\_\_\_\_

**SUBSTITUTE FORM W-9  
VENDOR REGISTRATION FORM  
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

**INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD**  
**CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME**

**NAME:** \_\_\_\_\_

**MAILING ADDRESS: STREET/PO BOX:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**DBA / TRADE NAME (IF APPLICABLE):** \_\_\_\_\_

**BUSINESS DESIGNATION:** ☐ INDIVIDUAL (use Social Security No.) ☐ SOLE PROPRIETOR (use SS No. or Fed ID No.)

☐ CORPORATION (use Federal ID No.) ☐ PARTNERSHIP (use Federal ID No.)

☐ ESTATE/TRUST (use Federal ID no.) ☐ STATE OR LOCAL GOVT. (use Federal ID No.)

☐ OTHER / SPECIFY \_\_\_\_\_

**SOCIAL SECURITY NO.** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Social Security #)

**OR**

**FED.EMPLOYER IDENTIFICATION NO.** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

**REMIT TO ADDRESS: STREET / PO BOX:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.**

What is your firm's ethnicity? (☐ Prefer Not To Answer, ☐ African American, ☐ Native American, ☐ Caucasian American, ☐ Asian American, ☐ Hispanic American, ☐ Asian-Indian American, ☐ Other: \_\_\_\_\_)

What is your firm's gender? (☐ Prefer Not to Answer, ☐ Male, ☐ Female) Disabled-Owned Business? (☐ Prefer Not to Answer, ☐ Yes, ☐ No)

**IRS Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> .**

\_\_\_\_\_  
**NAME (Print or Type)**

\_\_\_\_\_  
**TITLE (Print or Type)**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PHONE NUMBER**

**To avoid payment delays, completed forms should be returned promptly to:**

**NC Department of Transportation Fiscal /Commercial Accounts1514 Mail Service Center  
Raleigh, North Carolina 27699-1514**

**PHONE (919) 733-3624 FAX (919) 715-3700**

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**CORPORATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years,** and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as Prequalified

Attest \_\_\_\_\_

Secretary/Assistant Secretary  
Select appropriate title

By \_\_\_\_\_

President/Vice President/Assistant Vice President  
Select appropriate title

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**PARTNERSHIP**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Partnership

\_\_\_\_\_  
Address as Prequalified

By

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**LIMITED LIABILITY COMPANY**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Manager

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**JOINT VENTURE (2) or (3)**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)	<hr/>	Name of Joint Venture	<hr/>
(2)	<hr/>	Name of Contractor	<hr/>
	<hr/>	Address as Prequalified	<hr/>
	Signature of Witness or Attest	By	Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and	
(3)	<hr/>	Name of Contractor	<hr/>
	<hr/>	Address as Prequalified	<hr/>
	Signature of Witness or Attest	By	Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and	
(4)	<hr/>	Name of Contractor (for 3 Joint Venture only)	<hr/>
	<hr/>	Address as Prequalified	<hr/>
	Signature of Witness or Attest	By	Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**

*Affidavit must be notarized for Line (2)*

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (3)*

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (4)*

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Name of Contractor

\_\_\_\_\_  
Individual name

Trading and doing business as

\_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years,** and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

## DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

**State of North Carolina**  
**Department of Transportation**  
**Subcontractor Payment Information**

Submit with Invoice To: Keith Beverley  
 North Carolina Department of Transportation  
 Division Six/ Roadside Environmental Unit  
 P.O. Box 1150  
 Fayetteville, NC 28302

Firm Invoice No. Reference \_\_\_\_\_

WBS No. (State Project No.) \_\_\_\_\_

Date of Invoice \_\_\_\_\_

Signed \_\_\_\_\_

Invoice Line Item Reference	Payer Name	Payer Federal Tax Id	Subcontractor / Subconsultant/ Material Supplier Name	Subcontractor / Subconsultant / Material Supplier Federal Tax Id	Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
<b>Total Amount Paid to Subcontractor Firms</b>					<b>\$ _____</b>	

**NOTE:** - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/  
 Subconsultants/Material Suppliers on the above referenced project.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_



## AWARD LIMITS ON MULTIPLE PROJECTS

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of \$ \_\_\_\_\_, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

\_\_\_\_\_  
(Project Number)

\_\_\_\_\_  
(County)

\_\_\_\_\_  
(Project Number)

\_\_\_\_\_  
(County)

\_\_\_\_\_  
(Project Number)

\_\_\_\_\_  
(County)

\_\_\_\_\_  
(Project Number)

\_\_\_\_\_  
(County)

\*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful bidder on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated which have a total value not exceeding the award limit and which will result in the best advantage to the Department of Transportation.

\_\_\_\_\_  
\*\*Signature of Authorized Person

\*\*Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

**North Carolina Department of Transportation  
DIVISION CONTRACT BID FORM**

Work Order Number: 2100006796  
Proposal Number 72-2012KB  
Division Six Compound, Cumberland County.

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
10	1670	Provide Complete Professional Lawn and Grounds Maintenance of Division Compound (For One Year) <b>LUMP SUM PRICE</b>	1	LS		
20	1670	Double Shredded Hardwood Mulch for Maintenance <b>AS NEEDED</b>	100	CY		

**TOTAL BID FOR PROJECT:** \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

Federal Identification Number \_\_\_\_\_ Contractors License Number \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2012.

Reviewed by \_\_\_\_\_ (date) \_\_\_\_\_

Accepted by NCDOT \_\_\_\_\_ (date) \_\_\_\_\_  
Division Engineer